

1 connects to end offices and tandems via Ameritech and MCI Worldcom, and will
2 soon be adding facilities from MFN and Level 3 for added network diversity.

3
4 From Focal's standpoint, it would be less costly and more efficient to use fewer
5 routes from the Ameritech network because that would result in fewer occupied
6 switch ports on the network side of the Focal switch, and each switch port would
7 then be more fully utilized through a higher volume of traffic over an aggregated
8 tandem route. As I indicated above, in that scenario, Ameritech's switch, rather
9 than Focal's, would be performing the aggregation function.

10
11 Focal's decision to connect directly to Ameritech end offices has resulted in a
12 significant additional investment in switching equipment by Focal. Focal
13 nevertheless accepts the disaggregated traffic because it allows for greater
14 reliability and less blocking by avoiding Ameritech's tandem switches in favor of
15 direct end office routes.

16
17 From Ameritech's perspective, this network design is also preferable because it
18 permits Ameritech to avoid some of the expense of tandem switching for calls
19 traversing the end office routes. As the Commission is aware from previous
20 Ameritech cost study proceedings, the tandem switching function represents a
21 materially greater proportion of the cost of termination than the transport function.
22

1 41. Q. DOES FOCAL OBJECT TO THE INTERCONNECTION AGREEMENT
2 LANGUAGE WHICH AMERITECH HAS PROPOSED REGARDING THIS
3 ISSUE?

4 A. Yes, Ameritech has proposed language which provides that Focal would receive
5 only the rate for end office Termination, unless Focal's switch qualifies as a
6 Tandem Switch by meeting the:

7
8 geographical area and technological functionality set forth
9 in the Arbitration Decisions of the Illinois Commerce
10 Commission in Docket 96-AB-001 (dated November 4,
11 1996, at pages 7-8) and Docket 96-AB-006 (dated
12 December 17, 1996, at pages 11-12); and provided that if
13 Requesting Carrier's Switch qualifies as a Tandem Switch
14 by meeting those requirements, then Requesting Carrier
15 shall (a) permit Ameritech, at its option, to directly connect
16 to Requesting Carrier's End Office(s) and thereby avoid
17 paying Requesting Carrier the charges associated with
18 Tandem Switching, and (b) provide Ameritech
19 Interconnection at its Switch on a nondiscriminatory basis
20 (i.e. if Requesting Carrier is billing an IXC or other carriers
21 at an End Office rate for Interconnection at Requesting
22 Carrier's Switch).
23

24 42. Q. WHAT ARE FOCAL'S OBJECTIONS TO THIS LANGUAGE?

25 A. Focal's general objection is that Ameritech, while it apparently concedes that
26 Focal will show that it is entitled to the tandem rate, attempts to shoehorn
27 additional requirements which would enable Ameritech to evade its
28 interconnection and compensation obligations. Ameritech is demanding that
29 Focal interconnect with Ameritech as though Focal has the same 100 year old
30 network as Ameritech, rather than the modern and efficient network Focal has
31 deployed .

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43. Q. WHAT IS FOCAL'S OBJECTION TO THE LANGUAGE WHICH WOULD
"PERMIT AMERITECH, AT ITS OPTION, TO DIRECTLY CONNECT TO
REQUESTING CARRIER'S END OFFICE(S) AND THEREBY AVOID
PAYING REQUESTING CARRIER THE CHARGES ASSOCIATED WITH
TANDEM SWITCHING?"

A. It is apparent that Ameritech is seeking a compensation structure that is
fundamentally inconsistent with Focal's network architecture, and the way in
which the parties have agreed to interconnect. As I mentioned earlier, Focal does
not have "end offices" and end office switches in the same sense that Ameritech
has in its network. Another key distinction between the two networks is that an
Ameritech central office and end office switch is always physically located within
a specific geographically defined rate center. That is not the case on Focal's
network. Thus, if Focal carries a call from a Focal customer to an Ameritech
customer located in Wilmette, the Ameritech end office switch is located within
the Wilmette rate center. By contrast, if Ameritech carries a call to the Focal
switch serving the Wilmette end office, that switch is located at 200 N. LaSalle
Street in Chicago. The same facts apply if Ameritech carries a call to the Focal
switch serving the Evanston rate center, the switch is at 200 N. LaSalle. If Focal
wants to carry a call to the switch serving the Evanston rate center, Focal has to
transport it to Evanston. Each Focal switch, like an Ameritech tandem, serves
multiple rate centers, extending far out geographically from the typical 15 miles
or so which define an Ameritech rate center. But Ameritech cannot fairly claim

1 that it need only pay Focal the end office rate if it brings traffic to the Evanston
2 end office. This is because there is no Focal end office located in Evanston. Focal
3 has a rate center in Evanston, and customers in Evanston, but traffic from
4 Ameritech to a Focal customer in Evanston must be delivered to the Focal switch
5 in Chicago.

6
7 44. Q. WHAT IS FOCAL'S OBJECTION TO AMERITECH'S PROPOSED
8 LANGUAGE WHICH WOULD REQUIRE FOCAL TO "PROVIDE
9 AMERITECH INTERCONNECTION AT ITS SWITCH ON A
10 NONDISCRIMINATORY BASIS (I.E., IF REQUESTING CARRIER IS
11 BILLING AN IXC OR OTHER CARRIERS AT AN END OFFICE RATE FOR
12 INTERCONNECTION AT REQUESTING CARRIER'S SWITCH)?"

13 A. Focal always has, and always will, provide Ameritech and all other carriers with
14 non-discriminatory interconnection in full compliance with all applicable state
15 and federal laws and regulations. If Ameritech believes that Focal is providing
16 service on a discriminatory basis, then it is entitled to file a complaint against
17 Focal in the appropriate forum. I am not certain what point Ameritech is trying to
18 make here, but implicit in the proposed language is a suggestion that there is some
19 discrimination between IXC and ILEC interconnections, which I believe is
20 unjustified. Without further explanation from Ameritech, I can provide no further
21 response. I would point out, and I think Ameritech would concede that,
22 historically, the applicable rates, terms and conditions for the exchange of

1 interexchange traffic have not always been identical to those applicable to
2 exchange traffic.

3
4 **ISSUE 8: The parties were unable to agree to the applicability**
5 **of liquidated damages in the event of Ameritech's failure to**
6 **timely provision customer access circuits. (Section 24.4 of the**
7 **Interconnection Agreement)**
8

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9 45. Q. PLEASE BRIEFLY DESCRIBE WHAT FOCAL IS REQUESTING WITH
10 REGARD TO LIQUIDATED DAMAGES IN ISSUE 8.

11 A. Focal seeks liquidated damages that would apply in the event Ameritech fails to
12 provision customer access circuits on the service date set forth in the initial firm
13 order confirmation, or "FOC."

14
15 46. Q. WHAT EXACTLY IS A FOC?

16 A. When Focal first places an order with Ameritech for services or facilities out of
17 Ameritech's access tariff, Ameritech responds by sending Focal a FOC, usually
18 within a couple of days. The FOC sets forth, among other things, a service date
19 by which the service or facility will be in place and ready for service.

20
21 47. Q. DO YOU KNOW WHY AMERITECH SENDS FOCAL FOCs SO QUICKLY?

22 A. Some state commissions, such as Michigan, have implemented performance
23 measures that require Ameritech to return a certain percentage of FOCs within a
24 certain period of time. Ameritech has one office that processes all orders from all
25 CLECs within all five Ameritech states, and I assume that these requirements in

1 other states are the reason why Ameritech returns FOCs to Focal quickly on a
2 relatively consistent basis.

3
4 48. Q. WHY IS IT SO IMPORTANT THAT AMERITECH GIVE FOCAL AN
5 ACCURATE DUE DATE IN THE FIRST FOC?

6 A. Focal orders customer access circuits out of Ameritech's access tariff in order to
7 provision local service to our customers. Although Ameritech sends Focal an
8 initial FOC within a couple of days of receiving Focal's order, approximately
9 10% of the time Ameritech sends a subsequent FOC for the same order
10 establishing a different service date.

11
12 49. Q. DO YOU KNOW WHY AMERITECH SOMETIMES SENDS A
13 SUBSEQUENT FOC?

14 A. Yes. When Ameritech receives Focal's order for a customer access circuit,
15 Ameritech assigns a service date based on the availability of its technicians. After
16 a service date is assigned and communicated to Focal, Ameritech sends Focal's
17 order to its engineering department. If the engineering department later
18 determines that the facilities necessary to complete Focal's order are not all
19 available, Ameritech "Re-FOCs" the order by sending Focal a new FOC with a
20 new service date.

21

1 50. Q. IS THAT THE ONLY PROBLEM FOCAL FACES WITH RESPECT TO
2 GETTING CUSTOMER ACCESS CIRCUITS TIMELY PROVISIONED BY
3 AMERITECH?

4 A. No. Regardless of whether Ameritech changes the service date for a particular
5 order, Ameritech actually misses the final service date that it has scheduled in
6 approximately 45% of the cases, for reasons that are within Ameritech's control.

7
8 Our system tracks the orders we place with Ameritech for customer access
9 circuits. During October, November and December 1999, Focal placed 126
10 orders with Ameritech for customer access T1s. The record orders with missed
11 service dates that were within Ameritech's control, which I have attached to my
12 testimony as Focal Exhibit 1.7. On the front page of each record, in the top right-
13 hand corner, is the "ASR Sent" date, which is the date Focal placed the order with
14 Ameritech. Underneath that is the "FOC Rcvd" date, which is the date Ameritech
15 sent Focal the initial FOC, the "FOC Date," which is the final scheduled service
16 date, and the "Accepted Date," which is the date the facility was actually installed
17 and ready for service. On the second page of each record are the comments
18 entered by Focal setting forth Focal's understanding of the progression and status
19 of each order.

20
21 51. Q. WHAT PROBLEMS ARE CAUSED WHEN AMERITECH MISSES A DUE
22 DATE ?

1 A. When Ameritech misses the service date, our customer is directly impacted.
2 Focal provides a service date to our customer as soon as we get an initial FOC
3 from Ameritech. If Ameritech changes the service due date, Focal must go back
4 to the customer and advise them of the new date. This change could have any
5 number of effects on the customer. Then, if Ameritech actually misses the service
6 date, which it so often does, Focal must begin calling Ameritech and the
7 customer. Focal has to coordinate escalating the matter at Ameritech while
8 working to advise and maintain a good relationship with the customer, all the
9 while having no idea of when the new facility will really be in place.

10
11 Obviously, common courtesy alone dictates that Focal should give accurate
12 information to our customers regarding when their service will be in place and
13 functional. When Ameritech gives us inaccurate dates, and we in turn give our
14 customer inaccurate dates, Focal loses good will, to say nothing of the harm
15 inaccurate service dates cause Focal's customer. Ironically, the customer may
16 even leave Focal and take its business back to Ameritech, all because Ameritech
17 either changed the service date, missed the service date, or both.

18
19 52. Q. DOESN'T FOCAL CHANGE DUE DATES ON PARTICULAR ORDERS
20 FROM TIME TO TIME?

21 A. Yes, but under its tariff, Ameritech imposes certain charges on Focal when Focal
22 changes the service date or design of a circuit or when Focal cancels an order. I
23 have attached the relevant sections of the tariff as Focal Exhibit 1.8 to my

1 testimony. Such an arrangement is normal in a commercial context. Referring to
2 § 5.2 of Ameritech's tariff, if Focal needs to change the service date by 30 or less
3 days, Focal must pay Ameritech \$27.31. If Focal asks Ameritech to change the
4 design of a service, Focal must pay Ameritech \$59.93. Finally, if Focal changes a
5 service date by more than 30 days or cancels an order that Ameritech has already
6 started working on, Focal must pay Ameritech a cancellation charge equal to the
7 lesser of (1) Ameritech's incurred costs, minus estimated salvage value, or (2) the
8 charge for the minimum period of service Focal ordered, including nonrecurring
9 charges. However, the important point is that these changes are being made at our
10 request and are under our control. This means that we can inform our customer as
11 to what is happening and when service will be provided. On the other hand, when
12 Ameritech unilaterally changes a due date, we are unable to fully advise our
13 customer as to what is occurring and unable to provide a firm date for service.

14
15 53. Q. DOES AMERITECH'S TARIFF PROVIDE FOR COMPARABLE CHARGES
16 [DAMAGES] IN THE EVENT AMERITECH MAKES SUCH ORDER
17 CHANGES ?

18 A. No. Although Ameritech carefully protects its right under the tariff to recover its
19 damages, Focal's rights against Ameritech are quite limited: if Ameritech misses a
20 service date by more than 30 days, for circumstances under Ameritech's control,
21 Focal is entitled to cancel that order without incurring a cancellation charge. That
22 remedy falls far short of compensating Focal for its damages and represents a
23 serious inequity between Focal and Ameritech. A liquidated damages provision

1 against Ameritech, like that which Ameritech has against Focal, would restore the
2 balance and provide some certainty to the commercial relationship between the
3 two companies.
4

5 54. Q. WOULD \$27.31, WHICH IS THE AMOUNT AMERITECH CHARGES
6 FOCAL WHEN FOCAL CHANGES A SERVICE DATE BY NO MORE THAN
7 30 DAYS, BE ENOUGH TO COMPENSATE FOCAL FOR ITS DAMAGES IN
8 INSTANCES WHERE AMERITECH MISSES A SERVICE DATE?

9 A. No. Focal's damages, although difficult to determine, really are quite substantial.
10 For example, Focal loses revenue for each day of delay. Moreover, given the loss
11 of good will, the particular customer may not be willing to use Focal for its future
12 needs. This loss can be tremendous when the customer is a large business
13 customer or a reseller, who is able to choose from any number of CLECs when its
14 customer needs a particular facility or service. Finally, in a worst case scenario,
15 Focal may lose all of a customer's current or future business, which has happened
16 on occasion.
17

18 55. Q. HAVE YOU CONSIDERED PURCHASING THESE CIRCUITS UNDER THE
19 INTERCONNECTION AGREEMENT, RATHER THAN AMERITECH'S
20 TARIFF?

21 A. Yes. We asked Ameritech to include terms in the new agreement that would
22 cover Ameritech's provisioning of these circuits. We believe these provisions
23 would be appropriately included in the interconnection agreement because Focal

1 uses the circuits primarily to provision local services to its customers and for
2 interconnection purposes. In fact, Focal would not be opposed to importing the
3 relevant language from Ameritech's tariff, along with Focal's liquidated damages
4 paragraph, into the agreement. However, Ameritech refused to negotiate any
5 language that would cover the provisioning of customer access circuits, such as
6 T1s.

7
8 56. Q. WHAT RELIEF IS FOCAL SEEKING FROM THE COMMISSION ON THIS
9 ISSUE?

10 A. Focal seeks three things from the Commission. First, Ameritech should be
11 required to give a real service date in the initial FOC. Second, Ameritech should
12 be required to meet the service dates that Ameritech chooses. Finally, Ameritech
13 should be required to comply with its own internal guidelines when it establishes
14 the service date. Ameritech's tariff incorporates by reference the Ameritech
15 Interval Guide Publication AM-TR-MKT-000066. The service dates Ameritech
16 gives Focal for customer access circuits should comply with the timeframes set
17 forth in that publication.

18
19 Thus, Focal is seeking inclusion in the interconnection agreement of a liquidated
20 damages provision related to the provisioning of customer access circuits
21 purchased out of Ameritech's tariff, including T1s. Focal and its customers are
22 harmed every time Ameritech changes a service date, and the language proposed
23 by Focal would provide Focal partial compensation for that harm. The

1 Commission should recognize that this type of charge is normal in commercial
2 transactions – just like the charges that Focal pays Ameritech every time Focal
3 changes service dates or cancels an order. In fact, consumers pay charges like
4 these every day. For example, many stores have restocking fees that consumers
5 must pay to help cover the costs incurred by the store for replacing or repackaging
6 a returned item and putting it back in the store inventory. Similarly, if a person
7 does not check out of a hotel room or return a rental car on time, he must pay a
8 charge to help cover the additional costs to the hotel or car rental agency.

9
10 The specific contraction language proposed by Focal is as follows:

11 If Ameritech fails to meet any due date set forth in an initial
12 firm order confirmation when Requesting Carrier is
13 purchasing services or facilities under Ameritech's federal
14 or Illinois tariffs, and if such failure is not excused under
15 the Force Majeure clause set forth in section 29.5 of this
16 Agreement, Ameritech will waive one month of recurring
17 charges for each day of delay. Both Parties recognize the
18 1) loss of customer opportunities, revenues, and goodwill
19 that Requesting Carrier might sustain in the event of a
20 missed completion date, 2) the uncertainty, in the event of
21 such a breach, of the Requesting Carrier having available to
22 it customer opportunities similar to those opportunities
23 currently available, and 3) the difficulty of accurately
24 ascertaining the amount of damages the Requesting Carrier
25 would sustain in the event of such a breach. The liquidated
26 damages set forth in this section are not a penalty and have
27 been determined based upon the facts and circumstances of
28 Ameritech and the Requesting Carrier at the time of the
29 negotiation and entering into of this Agreement, with due
30 regard given to the performance expectations of each Party.
31 The liquidated damages are a reasonable approximation of
32 the damages the Requesting Party would sustain if its
33 damages were readily ascertainable. The Requesting
34 Carrier will not be required to provide any proof of the
35 liquidated damages.

1
2 Section 25.3 should also be amended to exclude this liquidated damages
3 provision.
4

5 57. Q. IS THERE ANY OTHER REASON FOR INCLUSION OF A LIQUIDATED
6 DAMAGES PARAGRAPH IN THE INTERCONNECTION AGREEMENT?

7 A. Yes. In addition to partially compensating Focal for the harm it suffers every
8 time Ameritech fails to timely provision a circuit provided pursuant to its tariff, a
9 liquidated damages provision would provide Ameritech an incentive to perform
10 its obligations to Focal in a satisfactory manner and actually meet its service
11 dates. Although Ameritech is obligated by law to provide competitive carriers
12 service at parity with service it provides to its retail customers, it has a strong,
13 inherent incentive not to do so. As I mentioned above, frequently the customer
14 Focal loses because of Ameritech's action (or lack of action) takes its business to
15 Ameritech believing that Focal is somehow at fault. By providing Focal
16 inadequate service, Ameritech makes it more difficult for Focal to attract
17 Ameritech's customers. The liquidated damages paragraph proposed by Focal
18 would give Ameritech an incentive to provide an accurate, meaningful service
19 date in its FOC, and then to meet its commitment.
20

21 **ISSUE 14: The parties were unable to reach agreement on**
22 **intervals for all Network Element Performance**
23 **Activities. [Section 2.1.4 of Schedule 9.5, Section B of**
24 **Schedule 9.10, of the Interconnection Agreement]**
25

1 58. Q. PLEASE DESCRIBE WHAT FOCAL IS SEEKING WITH REGARD TO
2 INTERVALS FOR NETWORK ELEMENT PERFORMANCE ACTIVITIES.

3 A. In addition to needing T1s to be provisioned in a timely manner, Focal needs
4 Ameritech to provision interconnection facilities and UNEs in a timely and
5 reliable manner. While the interconnection agreement contains some
6 provisioning intervals for these facilities, there are some critical places where
7 Ameritech has included words that reduce or eliminate its performance
8 obligations. In each of those instances, it seems that Ameritech is trying to avoid
9 being held to any specific provisioning intervals.

10
11 Specifically, in Sections 1.1 and 1.2 of Schedule 3.8, rather than establishing firm
12 intervals for Ameritech's provisioning of new trunks to its tandem switches,
13 Ameritech has included "negotiated" intervals. Similarly, in Schedule 9.10 to the
14 agreement and in Section 4.3.9 of the agreement, Ameritech proposes negotiated
15 provisioning intervals for unbundled transport and interconnection trunks when
16 "facilities or force" is not "available". Finally, in Section 2.1.4 of Schedule 9.5,
17 Ameritech ensures that it will be held to no provisioning intervals whatsoever, not
18 even negotiated intervals, for loops that need conditioning and for loops served by
19 integrated digital loop carrier that are moved to a spare pair.

20
21 59. Q. WHY WOULD NEGOTIATED INTERVALS BE A PROBLEM FOR FOCAL?

22 A. It is important to remember that customers are impacted by every order Focal
23 submits to Ameritech. For example, if Focal asks Ameritech to condition a loop,

1 and Ameritech takes months to do so, it is the customer who will have received
2 terrible service, and Focal almost certainly will lose that customer. Similarly, if
3 Focal orders interconnection trunks from Ameritech and Ameritech does not
4 timely provision those trunks, Ameritech's and Focal's customers may not be able
5 to complete calls to each other. The "Negotiated" intervals offer no security at all
6 to Focal, simply because Focal is not in any real position to negotiate with
7 Ameritech. Ameritech has no incentive to provision UNEs or interconnection
8 facilities to Focal in a timely manner, and in fact has every incentive not to do so.

9
10 60. Q. WON'T THE PERFORMANCE MEASURES THAT AMERITECH IS
11 IMPLEMENTING, AS PART OF THE MERGER CONDITIONS IMPOSED BY
12 THE COMMISSION, ADDRESS THE PROBLEM YOU ARE RAISING
13 HERE?

14 A. Perhaps. Trunks and UNEs, unlike T1s, are covered by the performance
15 measures from the merger case. Ameritech should agree to implement
16 performance measures that apply to the facilities and services I mentioned above,
17 in lieu of the "negotiated" intervals it has included in the agreement. However,
18 Ameritech has been unwilling to include those specific intervals contained in the
19 performance measures, which is what caused Focal to raise this issue. Moreover,
20 Ameritech should commit that it will not claim that force and load problems
21 somehow relieve it of its obligations to comply with the provisioning intervals
22 established by the merger performance measures for these services and facilities.

23

A. Focal proposes that the interconnection agreement should be modified as follows:


(1) Section 2.1.4 of Schedule B should be deleted, and; (2) Section B of Schedule 9.10 should be deleted and replaced with the statement that all DS1 unbundled local transport must be provisioned within 7 business days.

9 A. Yes, it does.

STATE OF ILLINOIS)
)
COUNTY OF COOK)

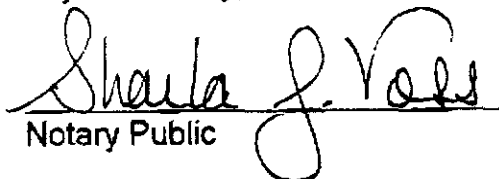
VERIFICATION

I, John Barnicle, first duly being sworn upon oath depose and say that I am Executive Vice President and Chief Operating Officer of Focal Communications Corporation, an Illinois Corporation; that I have read the above and foregoing Verified Statement by me subscribed and know the contents thereof; and that said contents are true in substance and in fact, except as to those matters stated upon information and belief, and as to those, I believe the same to be true.

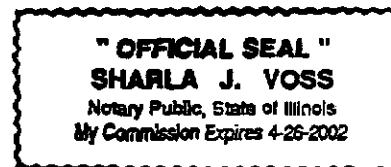


John Barnicle

Subscribed and Sworn
to before me this 31st
day of January, 2000.



Notary Public



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John R. Barnicle, Executive Vice President/Chief Operating Officer

Education

BS Electrical Engineering - May 1987
University of IL - Urbana, IL

MBA, Finance - w/Distinction - November 1995
DePaul University - Chicago, IL

Work Experience

2/96 - 6/96 Vice President, Marketing - MFS Telecom Companies

Responsible for product management, product development, sales support and business analysis for the subsidiary of MFS Communications which provided services to large end users, long distance carriers and Internet service providers. Duties included business plan development and review, financial analysis, product implementation and ongoing support. Also responsible for ongoing marketing communications.

9/94 - 2/96 Vice President - Duff & Phelps Credit Rating Company

Analyst responsible for providing credit ratings on public bond issues of telecommunications firms. Companies covered include long distance carriers, independent telephone companies, cable TV companies and several emerging technology firms. Duties included fundamental financial analysis, review of client company business plans, and management of client relationships.

4/92 - 9/94 Director, Product Development - MFS Telecom

Responsible for development of MFS' collocation/interconnection business. Duties included development of company position, regulatory filings, and bilateral negotiations with top ten major local exchange carriers. Also participated in business planning group which developed and launched MFS Intelenet, at the time the primary switched services subsidiary of MFS Communications. Subsequently developed MFS Telephone, the subsidiary which sold switched services to large end users and wholesale customers.

3/91 - 4/92 Senior Manager, Marketing -Centel of IL

Responsible for product development and management of business communications products and services. These products included customer premises-based office phone systems, centrex, ISDN, E911, and voice mail. Developed and implement collocation/interconnection agreements with Teleport Communications Group and MFS Telecom in advance of FCC Order requiring such agreements in effort to resell switched services outside of traditional franchise serving area.

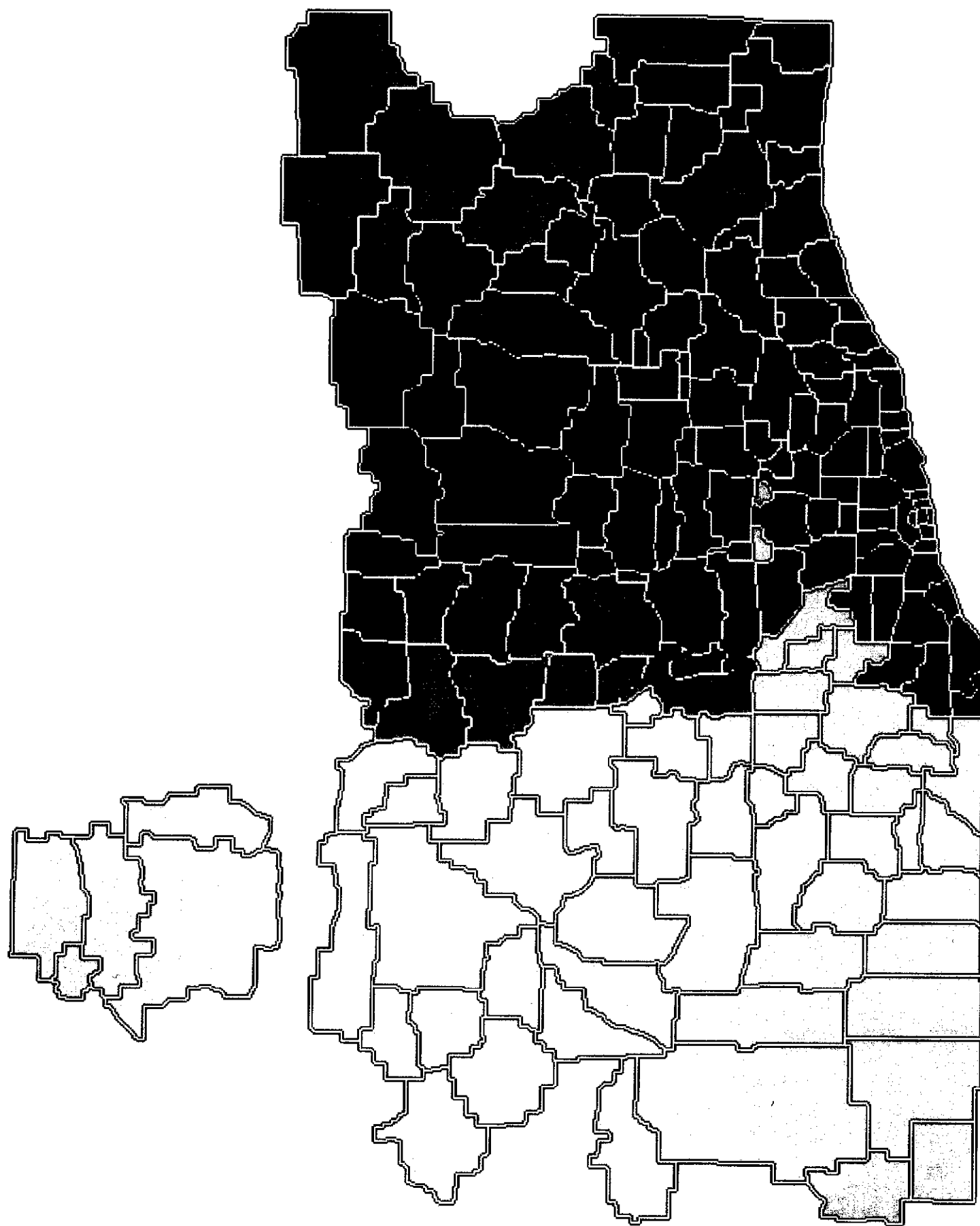
3/89 - 3/91 Manager, Sales Engineering -Centel of FL

Responsible for providing engineering and sales support of business telephone services. These services included customer premises-based office phone systems, centrex, private line services, and E911. Provided account support for the State of Florida and Florida State University, Centel's largest accounts.

6/86 - 3/89 Staff Engineer, Technical Planning -Centel Telephone Headquarters

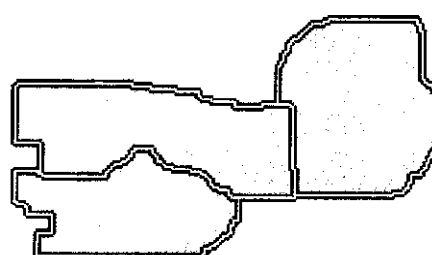
Responsible for engineering, budgeting, and vendor selection of Signaling System # 7-related equipment and services in preparation for the introduction of 800 Equal Access and Custom Local Area Signaling Services such as caller ID. Also coordinated company planning for 911 systems throughout Centel's telephone operations.

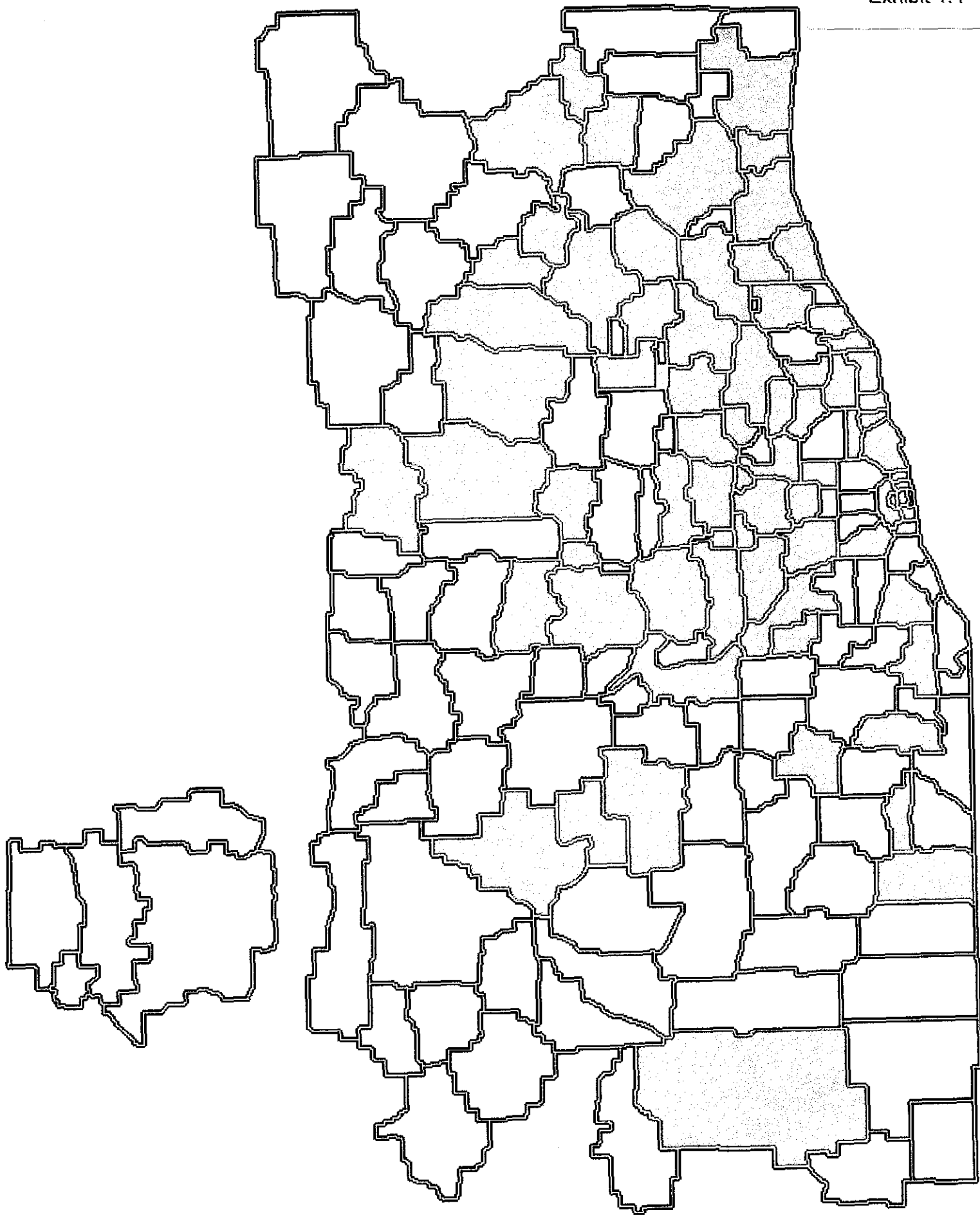
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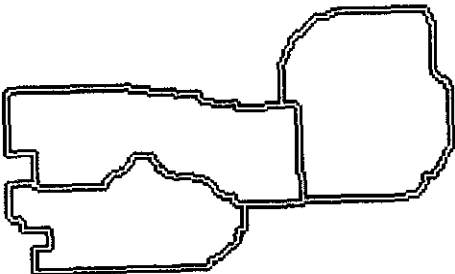
AMERITECH ILLINOIS MSA 1
TANDEM SWITCH SERVING AREAS

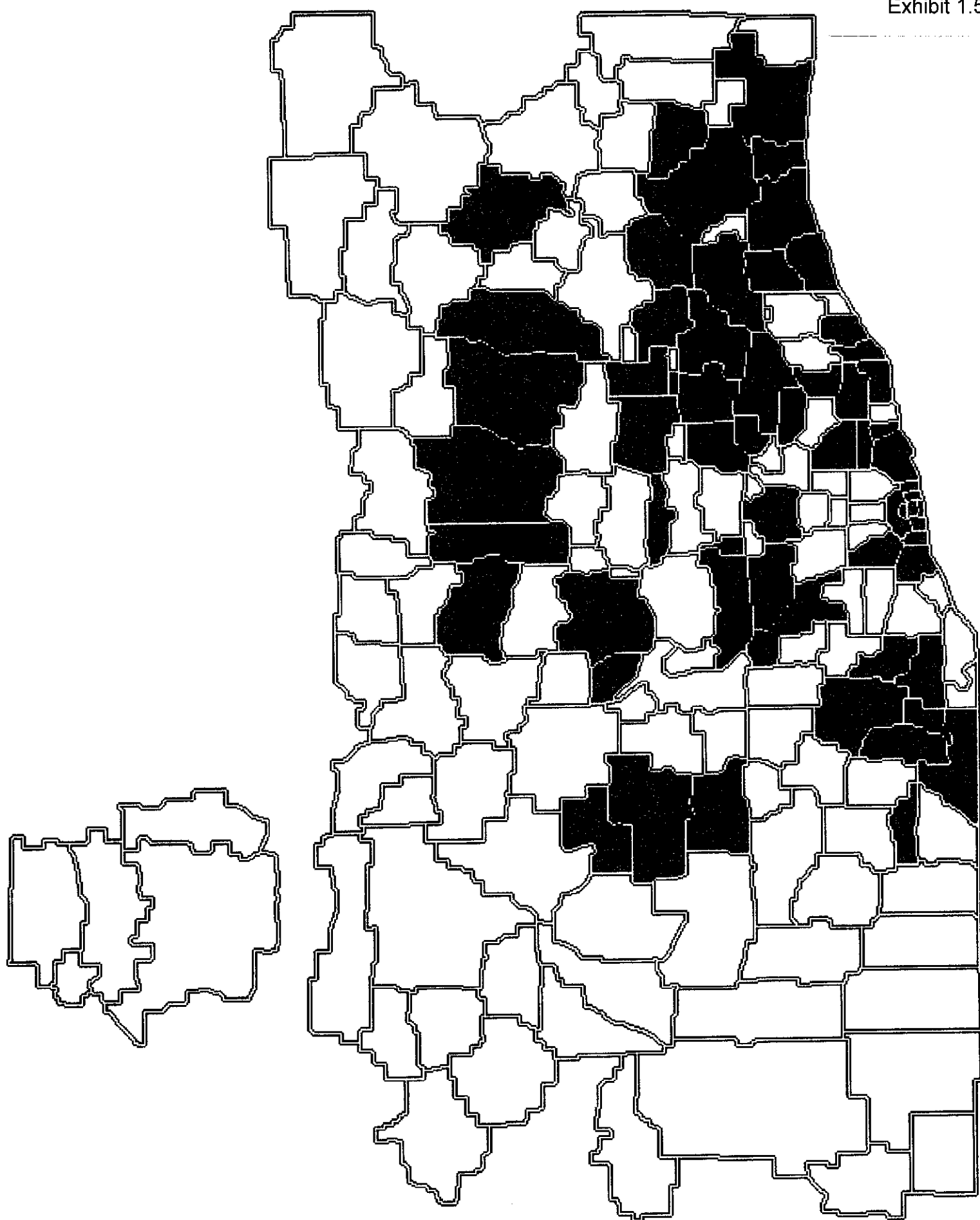
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| NORTHBROOK | NORTHBROOK 2 |
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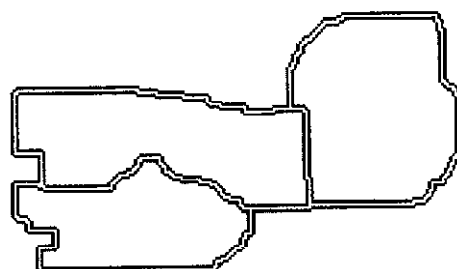


FOCAL COMMUNICATIONS
CHICAGO SWITCH
PHYSICAL PRESENCE





FOCAL COMMUNICATIONS
ARLINGTON HEIGHTS SWITCH
PHYSICAL PRESENCE



FOCAL SWITCH

AMERITECH RATE CENTER	CHICAGO	ARLINGTON HEIGHTS
Algonquin	x	
Arlington Heights	x	x
Aurora		x
Aurora East	x	
Barrington	x	
Batavia		x
Bellwood	x	x
Bensenville	x	x
Blue Island		x
Bolingbrook		x
Calumet City		x
Cary	x	
Chicago Heights	x	x
Chicago-Beverley		x
Chicago-Calumet	x	x
Chicago-Canal	x	x
Chicago-Edgewater	x	x
Chicago-Franklin	x	x
Chicago-ILL-Dearborn	x	x
Chicago-Irving	x	x
Chicago-Kildare		x
Chicago-Lafayette	x	x
Chicago-Lakeshore		x
Chicago-Merrimac	x	
Chicago-Monroe	x	x
Chicago-Newcastle	x	
Chicago-O'Hare		x
Chicago-Oakland		x
Chicago-Pullman	x	x
Chicago-Rogers Park	x	
Chicago-Stewart	x	
Chicago-Superior	x	x
Chicago-Wabash	x	x
Cicero	x	
Crete	x	
Crystal Lake		x
Deerfield	x	x
Des Plaines	x	x
Downers Grove	x	
Dundee	x	x
Elburn	x	
Elgin	x	x
Elk Grove	x	x
Elmhurst	x	
Evanston	x	x

FOCAL SWITCH

AMERITECH RATE CENTER	CHICAGO	ARLINGTON HEIGHTS
Fox Lake	x	
Grayslake		x
Harvey	x	x
Hickory Hills	x	
Highland Park	x	x
Hillside	x	
Hinsdale	x	x
Hoffman Estates	x	x
Joliet	x	x
Joliet West	x	x
Kankakee	x	
La Grange	x	
Lake Forest	x	x
Lake Zurich	x	x
Lemont	x	
Libertyville	x	x
Lombard	x	
McHenry	x	
Minooka	x	
Morton Grove	x	x
Naperville Main	x	x
New Lenox		x
North Chicago	x	x
Northbrook	x	
Oak Brook	x	x
Oak Lawn		x
Oak Park	x	
Palatine	x	x
Park Ridge	x	x
River Grove	x	
Riverdale		x
Roselle		x
Round Lake	x	
Schaumburg	x	x
Schiller Park	x	x
Skokie	x	x
Summit	x	x
Tinley Park	x	
Warrenville	x	
Waukegan	x	x
West Chicago	x	
Wheeling	x	x
Wilmette	x	x
Winnetka	x	x